Exhibit 6

09-50026-mg Doc 6897-6 Filed 09/10/10 Entered 09/10/10 15:07:38 Exhibit 6 Deutsche Bank Complaint Pg 2 of 15

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DEUTSCHE BANK SECURITIES INC.,

Civil Action No.:

25% WL 15%

10 CN 5910

- against-

COMPLAINT

DALE EARNHARDT, INC.,

Plaintiff demands Trial by Jury

Defendant.

Plaintiff,

Plaintiff Deutsche Bank Securities Inc. ("Deutsche Bank"), as and for its complaint herein, alleges as follows:

Nature of Action

Defendant Dale Earnhardt, Inc. ("DEI") to sell Deutsche Bank a claim pending in the General Motors bankruptcy action. DEI signed a binding contract to sell its claim to Deutsche Bank and, after entering into that contract, DEI breached that contract by refusing to assign that claim to Deutsche Bank, thereby denying Deutsche Bank the benefit of the bargain it made with DEI. Deutsche Bank seeks money damages for lost profits resulting from DEI's breach.

Parties

- Plaintiff Deutsche Bank is a corporation organized under the laws of the state of
 Delaware with its principal place of business in New York, New York.
- Upon information and belief, Defendant DEI is a corporation organized under the
 laws of the state of North Carolina with its principal place of business in Mooresville, North

Carolina. Upon information and belief, DEI is in the business of licensing, merchandising, and events related to the name and likeness of the late NASCAR racer Dale Earnhardt; a partner in Earnhardt Ganassi Racing, Earnhardt Childress Engines, and Earnhardt Technology Group; and engaged in philanthropic ventures through the Dale Earnhardt Foundation.

Jurisdiction and Venue

- This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because the amount in controversy exceeds \$75,000 and this dispute is between citizens of different states.
- Venue is proper pursuant to 28 U.S.C. § 1391(a)(2) because a substantial part of the events and omissions giving rise to Deutsche Bank's claim occurred in this judicial district.

Factual Allegations

- 6. On December 3, 2009, DEI entered into an agreement to sell to Deutsche Bank a bankruptcy claim that DEI had filed in the bankruptcy action titled *In re Motors Liquidation Co., et al., f/k/a General Motors Corp., et al.*, U.S. Bankr. S.D.N.Y., Ch. 11 No. 09-50026 (REG) (the "Bankruptcy Action"). DEI had filed its claim in the Bankruptcy Action, claim number 1649, for a value of \$3,252,706.89 (the "Claim").
- The agreement was confirmed by a recorded telephone conversation between representatives of Deutsche Bank and DEI on December 3, 2009.
- 8. The agreement was further confirmed by e-mails between representatives of Deutsche Bank and DEI on December 3, 2009 and December 4, 2009, respectively. Copies of the December 3, 2009 and December 4, 2009 e-mails are attached hereto as Exhibit A.

- The agreement was memorialized in a letter agreement confirming the transaction dated January 18, 2010 and executed by the parties (the "Confirmation"). A copy of the executed Confirmation is attached hereto as Exhibit B.
- 10. As set forth in the Confirmation, DEI agreed to sell Deutsche Bank 100% of the principal of the Claim, to be amended by DEI to \$3,031,180.00, and consisting of two parts: (i) \$833,333.33 representing the administrative portion of the claim, and (ii) \$2,197,846.67 representing the general unsecured portion of the Claim.
- 11. DEI agreed to sell the administrative portion of the Claim to Deutsche Bank at a purchase rate of seventy-one (71) percent, and to sell the general unsecured portion of the claim to Deutsche Bank at a purchase rate of sixteen (16) percent. Therefore, DEI agreed to sell the Claim to Deutsche Bank for a price of \$943,322.13.
- 12. The Confirmation further provided for a claim hold back amount of \$525,000.00 with respect to the administrative portion of the claim and \$175,827.72 with respect to the general unsecured portion of the claim. The hold back amounts were subject to the pending allowance of the claims.
- 13. The Confirmation provided that "[u]pon execution by the Buyer and Seller in the space designated below, this letter shall constitute a binding agreement between the parties."

 (Id.) The confirmation further provided that the transaction shall be closed "[a]s soon as practicable."
- 14. After DEI executed the Confirmation, Deutsche Bank repeatedly contacted DEI in order to discuss a mutually agreeable Assignment of Claim ("Assignment"). Over the course of several weeks, the parties discussed the terms of the Assignment and exchanged draft agreements.

- 15. DEI subsequently informed Deutsche Bank that it will not enter into an Assignment with Deutsche Bank because DEI had sold the Claim to a third party, The Seaport Group LLC. On July 20, 2010, a notice of transfer was filed in the Bankruptcy Action evidencing transfer of the Claim from DEI to The Seaport Group LLC. A copy of that notice of transfer is attached hereto as Exhibit C.
- 16. Deutsche Bank was damaged by DEI's breach, including losing the opportunity to sell the Claim to another buyer at a profit, and/or losing the ability to collect any distribution that General Motors has made or will make on the Claim.

COUNT ONE

(Breach of Contract)

- Deutsche Bank repeats and realleges each allegation contained in paragraphs 1
 through 16 as if fully set forth herein.
- Deutsche Bank and DEI entered into a binding contract for the sale of the full value of the Claim to Deutsche Bank.
- Deutsche Bank was at all times ready, willing, and able to perform all of its obligations under the contract.
- 20. DEI materially breached the terms of the contract by failing to close the transaction "as soon as practicable" and failing to deliver the Claim to Deutsche Bank, as promised in the Confirmation.
- By reason of DEI's breach, Deutsche Bank was deprived of the benefit of its bargain under the contract.
- By reason of DEI's breach, Deutsche Bank has been damaged in an amount to be determined at trial.

 Therefore, DEI is liable to Deutsche Bank for breach of contract, and Deutsche Bank is entitled to an award of monetary damages.

COUNT TWO

(Breach of the Implied Covenant of Good Faith and Fair Dealing)

- 24. Deutsche Bank repeats and realleges each allegation contained in paragraphs 1 through 16 as if fully set forth herein.
- 25. Deutsche Bank and DEI entered into a binding contract for the sale of the full value of its Claim to Deutsche Bank, to wit the Confirmation.
- Deutsche Bank at all times acted in good faith in its performance of the Confirmation.
- 27. DEI acted in bad faith and unfairly to deprive Deutsche Bank of the Claim or to prevent Deutsche Bank from carrying out the closing.
- 28. By its conduct, DEI deprived Deutsche Bank of the benefit of its bargain under the Confirmation and/or prevented Deutsche Bank from carrying out the terms of the Confirmation.
- DEI's conduct was contrary to the intent of the parties as expressed in the Confirmation.
- By reason of DEI's breach, Deutsche Bank has been damaged in an amount to be determined at trial.
- Therefore, DEI is liable to Deutsche Bank for breach of the implied covenant of good faith and fair dealing.

PRAYER FOR RELIEF

WHEREFORE, Deutsche Bank respectfully prays for the following relief:

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- A. monetary damages in an amount to be determined at trial;
- B. awarding Deutsche Bank interest on any money judgment;
- awarding Deutsche Bank its attorneys fees, costs and disbursements as permitted by law; and
- D. awarding Deutsche Bank such other and further relief as the Court deems just and proper.

Dated: New York, New York August 5, 2010

Respectfully submitted,

GREENBERG TRAURIG, LLP

By:

Toby S. Soli (TS 4493)

200 Park Avenue

New York, New York 10166

(Tel.): (212) 801-9200 (Fax): (212) 801-6400

Attorneys for Plaintiff



Chad Warpula <cwarpula@DEI-Zone.com> 12/04/2009 12:07 PM

- To Sally Goudie/db/dbcom@DBAmericas
- cc Eamonn-G Obrien/db/dbcom@DBAmericas, Matthew Weinstein/db/dbcom@DBAmericas

bcc

Subject RE: Trade Confirmation / DB buys from DEI

History

This message has been forwarded.

Confirmed in principle, subject to execution and delivery of final Assignment of Claim Agreement between the parties. Thanks.

Chad Warpula,
Executive Vice President & General Counsel

Dale Earnhardt, Inc. 1675 Dale Earnhardt Highway #3. Mooresville, NC 28115 Office: (704) 662-8926 Fax: (704) 663-8975 www.daleearnhardtinc.com

Earnhardt Ganassi Racing with Felix Sabates, LLC

8500 Westmoreland Drive Concord, NC 28027 Office: (704) 235-1160 Cell: (704) 651-3412 Fax: (704) 663-0848

www.earnhardtganassi.com

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From: Sally Goudie [mailto:sally.goudie@db.com] **Sent:** Thursday, December 03, 2009 6:20 PM

To: Chad Warpula

Cc: Eamonn-G Obrien; Matthew Weinstein

Subject: Trade Confirmation / DB buys from DEI

Chad

As confirmed by telephone, Deutsche Bank buys from Dale Earnhardt, Inc the Motors Liquidation Company f/k/a General Motors Corp claim as detailed below:

Buyer:

Deutsche Bank

Seller:

Dale Earnhardt Inc

Debtor:

Motors Liquidation Company f/k/a General Motors Corp

Type of Instrument:

Claims of Dale Earnhardt Inc in the Motors Liquidation

Company case

Administrative Claim Amount:

\$833,333,33

General Unsecured Claim Amount:

\$2,197,846.67

Administrative Claim Purchase Price:

71.00%

Unsecured Claim Purchase Price:

16.00 %

Subject to:

- Regarding the General Unsecured Claim Amount Buyer agrees to fund Seller 8.00% of the Unsecured Claim Purchase Price on closing, the remaining 8.00% shall be released to Seller on allowance of the claim by final order.
- Regarding the Administrative Claim Amount Buyer agrees to fund Seller 8.00% of the Unsecured Claim Purchase Price on closing, the remaining 63.00% shall be released to Seller on allowance by a final order in the bankruptcy case and on clarification by the Debtor that the claim will be treated as an Administrative claim in the case.
- Execution of an Assignment of Claim Agreement that shall contain market standard representations, warranties and disallowance language.
- Understanding by Buyer and Seller that an amended Proof of Claim might need to be filed.

Please reconfirm the above by return email and we will have the 2 page trade confirmation sent out.

Thanks for the trade and have a nice evening.

Sally

Sally Goudie Vice President Deutsche Bank Securities Inc 60 Wall Street, 3rd Floor New York, NY10005 Tel: + 1 212 250 2577

Fax: + 1 212 797 8770

Mob: + 1 917 497 0740 / 1 646 467 4705

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Deutsche Bank does not render legal or tax advice, and the information contained in this communication should not be regarded as such.

Deutsche Bank

60 Wall Street, 3rd Floor

Deutsche Bank Securities Inc. Distressed Products Group

New York, New York 10005 Attention: Telephone:

Matt Weinstein

Facsimile:

212-250-5760 212-797-8770

18, 2010 -December _, 2009·

DALE EARNHARDT INC.

1675 Dale Earnhardt Hwy Mooresville, NC 28115-8330 Attn: Chad Warpula, General Manager

.Dear Sirs,

This letter shall confirm the following transaction between Deutsche Bank Securities Inc. and Dale Earnhardt, Inc., subject to the terms and provisions of a mutually agreeable Assignment of Claim (collectively, the "Assignment"). In the event of any inconsistency between the terms and provisions contained in the Assignment and this letter, the Assignment shall prevail. Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Assignment:

Trade Date:

December 3, 2009

Seller:

Dale Earnhardt, Inc.

Buyer:

Deutsche Bank Securities Inc.

Debtor:

Motors Liquidation Company (f/k/a General Motors

Corporation)

Type of Instrument: All of Seller's right, title and interest in and to the claim filed by Seller against the Debtor, one of the debtors-in-possession in the Chapter 11 reorganization case (the "Case") entitled Motors Liquidation Company, et al. f/k/a General Motors Corp., et al., Chapter 11 Case No. 09-50026 (REG) (Jointly Administered) in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") assigned claim number 1649 in the Case (the "Claim")

Proof of Claim Amount: \$3,252,706.89, to be amended by Seller to \$3,031,180.00, which represents 100% of the principal amount of the Claim consisting of:

\$833,333.33 representing the administrative portion of the Claim (the "Administrative Claim Amount")

\$2,197,846,67 representing the general unsecured portion of the Claim (the "General Unsecured Claim Amount")

Purchase Rate: 71.00% of the Administrative Claim Amount

16.00% of the General Unsecured Claim Amount

Form of Transfer: Assignment of Claim

Initial Payment: on the date of joint execution of the Assignment, Buyer shall pay Seller: (1) 8% of the Administrative Claim

Claim Hold-Back Amount:

\$525,000.00 with respect to the Administrative Claim Amount

\$175,827.73 with respect to the General Unsecured Amount

(2) 810 of the General Vascered

Payments: Any and all payments or distributions made on account of the Claim whether made before, on or after the Trade Date shall be for the benefit of Buyer.

Settlement: As soon as practicable.

Binding Effect: Upon execution by Buyer and Seller in the space designated below, this letter shall constitute a binding agreement between the parties.

Confidentiality: The details of this transaction shall remain strictly confidential.

Subject to:

Seller gaining Buyer's internal compliance department approval for set up as a new account. Seller shall provide all relevant documentation required by Buyer in order to complete such internal set up.

In the event that some or all of the Claim Hold-Back Amount is allowed pursuant to a Final Order in the Case as an allowed claim, Buyer shall pay to Seller an amount equal to the portion of the Claim Held-Back Amount that has been allo<u>wed by Final</u> Order as an allowed claim multiplied by the respective Purchase Rate, less the laitie

In the event of an Impairment, Seller agrees to immediately repay, on the demand of Buyer (which demand shall be made at Buyer's sole option), as the case may be, an amount equal to the amount of the Claim subject to Impairment multiplied by the respective Purchase Rate, plus interest thereon.

If the Claims are allowed by a Final Order in the Case in an amount greater than the Proof of Claim Amount, Buyer shall have the right, but not the obligation, to purchase the amounts so allowed in excess of the Proof of Claim Amount multiplied by respective Purchase Rate.

Seller filing an amended proof of claim in the Case in the amount of \$3,031,180.00, which represents 100% of the principal amount of the Claim.

Seller making true and accurate representations, warranties and covenants as set forth in the Assignment.

signature block on the following page

Please evidence your agreement to the foregoing by signing a copy of this letter in the space set forth below and faxing the completed document to **Matt Weinstein** at the following email address matthew.weinstein@db.com

Sincerely,

DEUTSCHE BANK SECURITIES INC.

Managing Director Title:

S. -

Title:

EPTED AND AGREED CHANGES:

DALE EARNHARDT, INC.

BY: CHAD WARPULA

Title: EVP + GENERAL COUNSEL

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In Re:

MOTORS LIQUIDATION COMPANY

Case No:

09-50026 (Jointly Administered)

NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

CLAIM NUMBER 46880 (Amends 1649) HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bank. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee: The Seaport Group LLC	Name of Transferor: Dale Earnhardt, Inc.			
Name and address where notices to transferee should be sent:	Court Claim # (if known): Amended Proof of Claim Amt: Original Proof of Claim Amt: Date Claim Filed: Date Claim Amended:	46880 (Amends 1649) \$3,031,180.00 \$3,252,706.80 09/29/09 07/14/10		
The Seaport Group, LLC 360 Madison Avenue, 22 nd Floor New York, NY 10017 Attention: General Counsel	Name and Address of Transferor: Dale Earnhardt, Inc. 1675 Dale Earnhardt Hightway #3 Mooresville, NC 28115			
Phone: <u>212-616-7700</u> Last Four Digits of Acct #: <u>N/A</u>	Phone: 704-662-80 Last Four Digits of Acct. #: No			
Name and Address where transferee payments Should be sent (if different from above):				
Phone: N/A Last Four Digits of Acct. #: N/A				
I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief. Jonathan Silverman				
DEADLINE TO OBJECT TO TRANSFER				
The transferor of claim named above is advised that this Notice of Transfer of Claim Other Than for Security has been filed in the clerk's office of this court as evidence of the transfer. Objections must be filed with the court within twenty (20) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.				
Date:	CLERK OF THE C	COURT		

EVIDENCE OF TRANSFER OF CLAIM

TO: THE DEBTOR AND THE BANKRUPTCY COURT

For value received, the adequacy and sufficiency of which are hereby acknowledged, Dale Earnhardt, Inc. ("Assignor") hereby unconditionally and irrevocably sells, transfers and assigns to The Seaport Group LLC ("Assignee") all of its right, title, interest, claims and causes of action in and to, or arising under or in connection with, claims in the aggregate amount of \$3,031,180.00 (the "Assigned Claim"), against Motors Liquidation Company (f/k/a General Motors Corporation) ("Debtor"), the debtor-in-possession in Case No. 09-50026 (the "Case") under Chapter 11 of the Bankruptcy Code (11 U.S.C. § 101 et. seq.) (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), and any and all proofs of claim filed by Assignor with the Bankruptcy Court in respect of the foregoing claim.

Assignor hereby waives any objection to the transfer of the Assigned Claim to Assignee on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Assignor acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Assignor transferring to Assignee the foregoing claim and recognizing the Assignee as the sole owner and holder of the Assigned Claim. Assignor further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the Assigned Claim, and all payments or distributions of money or property in respect of claim, shall be delivered or made to the Assignee.

Jonathan Silverman 4/20/10

THE SEAPORT GROUP LLC

Jonathan Silverman General Counsel





Name and address where notices should be sent: Dale Earnhardt, Inc. Jeff Steiner, EVP & GM 1675 Dale Earnhardt Highway Mooresville, NC 28115-8330 Telephone number: 704-662-8000 Email Address: Name and address where payment should be sent in different from above): N/A Telephone number: One of this box if you are aware that anyone class has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. Telephone number: 1. Amount of Claim as of Date Case Filed, June 1, 2009: 1. Amount of Claim as of Date Case Filed, June 1, 2009: 1. Amount of Claim as of Date Case Filed, June 1, 2009: 1. Amount of Claim as of Date Case Filed, June 1, 2009: 1. Amount of Claim as of Date Case Filed, June 1, 2009: 1. Amount of Claim as of Date Case Filed, June 1, 2009: 1. Amount of Claim as of Date Case Filed, June 1, 2009: 1. Amount of Claim as of Date Case Filed, June 1, 2009: 1. Amount of Claim as of Date Case Filed, June 1, 2009: 1. Amount of Claim as of Date Case Filed, June 1, 2009: 1. Amount of Claim as of Date Case Filed, June 1, 2009: 2. Basis for Claim: Motorsports Team Agreement, dated Oct. 26, 2007, by and between General Doutestic support obligations under the claim. Doutestic support obligations under Doutestic support oblig	UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM	
NOTE 2 to be the should and be mode a facing to an administration is a properly of a ministration of the properly of a ministration of the properly of the should be designed as a properly of a ministration of the properly of the should be seen to should be seen to the should be seen to sho	Name of Debtor (Check Only One): St Motors Liquidation Company (f k'a General Motors Corporation) OMLCS, LLC (f k'a Saturn, LLC) OMLCS Distribution Corporation (f k a Saturn Distribution Corporation)	Case No. (9-50026 (REG) (9-50027 (REG) 09-50028 (REG)	Your Claim is Scheduled As Follows:	
Date: Date Barnhardt, Inc.	NOTE. This form should not be used to make a clean tor on administrative expense aroung a not partycoes of asserting a claim under 11.4.5 C + \$03 harbersee from #.51. All other reques			
Dale Earnhardt, Inc. Jeff Steiner, EVP 6 GM John Dale Earnhardt, Mighway Mooresville, NC 28115-8330 Fixl on 09/22/2009 Telephone number 704-662-8000 Famil Address Name and address where payment should be sent of different from almost). NAme and address where payment should be sent of different from almost). NAme and address where payment should be sent of different from almost). Telephone number Telephone number	Name of Creditor (the person or other entity to whom the debtor twee money or property): Dale Earnhardt, Inc.		THÝ S.	
Telephone number: 1. Amount of Claim as all Date Case Filed. June 1, 2009: 3. 3, 331, 180, 00. 1. But for part of speecham secured complex into 1 News, those the complex into 1 News, the comple	Dale Earnhardt, Inc. Jeff Steiner, EVP & GM 1675 Dale Earnhardt Highway Mooresville, NC 28115-8330 Telephone number: 704-662-8000 Email Address: Name and address where payment should be sent of different from above):	Claim amends a previously filed claim. Court Claim Number: 1649 Iff Anova) Filed on: 09/29/2009	If an amount is identified above, you have a claim scheduled by one of the Debtors as shown (This scheduled imment of your claim any be an amendment to a previously scheduled amount.) If you agree with the amount and potentity of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form EXCLET AS FOLLOWS. If the amount	
Priority under 11 U.S.C. § 507(a), It fall or part of your claim is crueded, const complex items. If fall or part of your claim is crueded to prospect death of your claim is unsecond, do not complex items. If fall or part of your claim is unsecond, do not complex items. If fall or part of your claim is unsecond, do not complex items. If fall or part of your claim is unsecond, do not complex items. If fall or part of your claim is unsecond, do not complex items. If fall or part of your claim is unsecond, do not complex items. If fall or part of your claim is unsecond, do not complex items. If fall or part of your claim is unsecond, do not complex items. If fall or part of your claim is unsecond, do not claim. Attach items of the part of your claim is unsecond of interest or disposed interests or claim. If fall or part of your claim is unsecond of interest or disposed interests of the part of your claim. State the amount. Description of the part of your claim is a part of your claim is the part of your claim is a part of your claim is the part of your claim. If the claim is the part of your part of your claim is the part of your claim. If the your claim is the part of your part o	Tekphone number:	☐ Check this box if you are the debtor	CONTINGENT: a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accurating with the attached instructions, you need not	
Penalty for accounting fraudalent claim. Fine of the to 8500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. \$8 152 and 3571.	If all or part of your claim is secured, complete item 4 below; however, if all of your claim is your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursus. Check this box if claim includes interest or other charges in addition to the patentized statement of interest or charges. Basis for Claim: Motorsports Team Agreement, dated Oct. 26 (See instruction 42 on reverse side.) Motors Corp. & Dale Earnhardt. Last four digits of any number by which creditor identifies debtor: N. 3a. Debtor may have scheduled account as: N/A. Becured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a n information. Nature of property or right of setoff: Real I state Motor Velia Describe: Value of Property: Annual Interest Rate Mount of arrearage and other charges as of time case filed included in set Basis for perfection: Amount of Secured Claim: S. Amount Unsecured: 6. Credits: The amount of all payments on this claim has been credited for the p. Documents: Attach reducted copies of any documents that support the claim, orders, invoices, itemized stataments or running accounts, contracts, judgments, it you may also attach a summary. Much reducted copies of documents providing a security interest. You may also attach a summary. Which reducted copies of documents providing a security interest. You may also attach a summary. See instruction? and define DO NOT SEND ORIGINAL DOCUMENTS. NETACHED DOCUMENTS MAY SCANNING. If the documents are not as attable, please explain in an attachment. Date: 7/D/D. Signature: The person filming this claim must sign it. Sign other person authorized to the this claim and state address address address address above. Attach way of power or altorney, if any.	unscented, do not complete item 4. If all or part of ant to 11 U.S.C. & 508(bit9), complete item 5 principal amount of claim. Attach 7. 2007, by and between General Inc. as amended. Copy available Inc. as amended. Copy available upon request. Inc. as amended. Copy available upon request. Inght of setoff and provide the requested cle. U. Equipment. U. Other secured claim, if any: S. S	Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Wages, saturies, or commissions tup to \$10,950°) carried within 180 days before filing of the binkropicy perition or cessation of the debtor's business, whichever is earlier 11 U.S.C. § 507(a)(1). Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5). Up to \$2,425° of deposits toward purchase, lease, or rental of property or services for personal, family, or biouschold use 11 U.S.C. § 507(a)(5). Taxes or penalties owed to governmental units 11 U.S.C. § 507(a)(8). Albae of goods received by the Debtor within 20 days before the date of commencement of the case 11 U.S.C. § 507(a)(2). We Other Specify applicable paragraph of 11 U.S.C. § 507(a)(2). Amount entitled to priority: § 833, 333, 33 * Innotation of the case of the ca	
Modified B10 (GCG) (12/08)				